

Information to General Conditions of travel insurance “Comprehensive” in accordance with Article 17 of the Act on Insurance and Reinsurance Activity

TYPE OF INFORMATION	EDITORIAL UNIT NUMBER OF THE MODEL AGREEMENT
Grounds for payment of compensation and other benefits	A § 1-4 B § 1-4 C § 1-2 D § 1-2 E § 1-2 F § 1-5 G § 1-7 H § 1-6
Limitations and exclusions of the liability of the insurance company entitling it to refuse to pay compensation and other benefits or to reduce them	D § 3 F § 6 GENERAL EXCLUSIONS § 1-5

## COVERAGE SUMMARY

COVERAGE	WHEN IT APPLIES	MAXIMUM BENEFIT
<b>Trip Cancellation Coverage</b>	<b>You have to cancel <i>your trip</i> before you depart.</b> Deductible : 25%, min. 135 PLN, max. 675 PLN	<b>22 000 PLN</b>
<b>Early/Delayed Return Coverage</b>	<b>You have to end <i>your trip</i> earlier or later than originally planned and need to recover additional transportation costs for <i>your</i> return home.</b>	<b>At cost</b>
<b>Trip Continuation Coverage</b>	<b>Your travel plans are interrupted, but you continue <i>your trip</i>.</b>	<b>At cost</b>
<b>Extended Stay Coverage</b>	<b>Your travel plans are interrupted and you need to recover additional <i>accommodation</i> and transportation costs you have incurred.</b>	<b>Max. 10 days / 440 PLN</b>
<b>Travel Delay Coverage</b>	<b>Your travel plans are delayed while you are on <i>your trip</i>.</b> Maximum reimbursement per 24-hour period of delay: "No Receipts Daily Limit" – 220 PLN Minimum Required Delay - 4 hours "With Receipts Daily Limit" – 440 PLN Minimum Required Delay - 4 hours	<b>1 100 PLN</b>
<b>Baggage Coverage</b>	<b>Your <i>baggage</i> is lost, damaged, or stolen while on <i>your trip</i>.</b> Sublimit for all <i>High value items</i> – 2 200 PLN	<b>4 400 PLN</b>
<b>Baggage Delay Coverage</b>	<b>Your <i>baggage</i> is delayed by an airline, cruise line, or other <i>travel carrier</i> while on <i>your trip</i>.</b> Reimbursement for expenses for the essential items you need until <i>your baggage</i> arrives Minimum Required Delay – 12 hours No receipts sublimit – 220 PLN (outbound only)	<b>880 PLN</b>
<b>Emergency Medical/ Dental Coverage</b>	<b>You have to pay for emergency medical or dental treatment while on <i>your trip</i>.</b> Reimbursement of medical expenses for which you are responsible Organization and payment for <i>hospitalization</i> Maximum sublimit for Dental Care – 1 320 PLN	<b>1 300 000 PLN</b>
<b>Emergency Transportation Coverage</b>	<b>Transportation is needed following a medical emergency while on <i>your trip</i>.</b> Emergency Evacuation	<b>At cost</b>

	Medical Repatriation Transport to Bedside <i>Accommodation</i> to Bedside: limit 220 PLN/day – max. 7days Return of Dependents Repatriation of Remains <b>Search and Rescue sublimit – 6 600 PLN</b>	
<b>Travel Assistance</b>	<b>24/7 assistance in case of personal emergencies during your trip and information services during the term of your insurance contract.</b>	<b>Service without cost coverage</b>

The above is only a brief description of the coverage available under the General Conditions. Terms, conditions, and exclusions apply to all coverages. Please carefully review the General Conditions for complete details. The definitions of the terms in the Definitions section of the General Conditions document will also apply to those terms when used in this Coverage Summary.

**Important Notices:**

- **Insurer:** AWP P&C S.A. with its registered office in France, performing its activity in Poland through AWP P&C S.A. Branch in Poland, with its registered office in Warsaw, 12 Konstruktorska St., 02-673 Warsaw, District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division, KRS 0000189340, NIP 1070000164, REGON 01564769, with the share capital of the parent company of EUR 18 510 562.50, paid in full, pursuant to an authorization granted by the French supervisory authority L'Autorité de Contrôle Prudentiel (ACP), Banque de France.
- **Mode of travel:** valid for all modes of travel.
- **Area of application:** world excluding the United States of America, Canada and excluding Poland. The exclusion of Poland does not apply to Trip Cancellation Insurance.
- **Insured person:** a person whose country of *primary residence* is Poland.
- **Insured duration of travel:** see Certificate of Insurance / travel confirmation / booking confirmation. The *insurance contract* is valid for the duration of the *trip* (from commencement of the *trip* to the time of return); a maximum of **62 days** is possible.
- **Coverage limits:** If not otherwise specified the coverage limits shown above are per named *insured*.
- **Notes on the conclusion of insurance contract:** All travel cover containing travel cancellation insurance, should be purchased at the time of booking the travel. The insurance is only valid for the booked travel as described in the travel confirmation. The insurance cover for the Trip Cancellation Insurance commences upon conclusion of the *insurance contract*. For the other insurance lines, the insurance cover begins at the time of commencement of the insured travel, and ends at the agreed point in time. The insurance cover will end at the very latest with the completion of the insured travel. In the following case, the insurance cover will be extended beyond the agreed point in time: if *you* have insured the entire planned *trip*, and the end of the *trip* is delayed for reasons outside of *your* control.
- **PLEASE NOTE:** If the insured event occurs, we will only be obliged to provide indemnity if the premium has been paid, or if you, as the policyholder, are not at fault for the non-payment of the premium.

## IMPORTANT CONTACT DETAILS

For customer service, please:

Tel: +48 22 522 26 47

For emergency assistance during your *trip*, please:

Tel: +48 22 563 11 17

E-mail: [pmu@mondial-assistance.pl](mailto:pmu@mondial-assistance.pl)

## GENERAL CONDITIONS

### WHO WE ARE

AWP P&C S.A. with its registered office in France, performing its activity in Poland through AWP P&C S.A. Branch in Poland, with its registered office in Warsaw, 12 Konstruktorska St., 02-673 Warsaw, District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division, KRS 0000189340, NIP 1070000164, REGON 01564769, with the share capital of the parent company of EUR 18 510 562.50, paid in full, pursuant to an authorization granted by the French supervisory authority L'Autorité de Contrôle Prudentiel (ACP), Banque de France.

AWP P&C S.A., which has its registered office in 7 rue Dora Maar, Saint-Ouen-sur-Seine, France, is authorized by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4 Place de Budapest CS 92459, Paris Cedex 09, France.

### ABOUT THE INSURANCE CONTRACT

Pursuant to these General Conditions we conclude travel insurance contract with the *policyholder* for a specific *trip* where both have been purchased from the *travel supplier*. Please read it carefully. We have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. If *you* have any questions, we are available, just give us a call using the contact information listed in the Coverage Summary.

The *insurance contract* has been concluded on the basis of the information provided by the *policyholder* at the time of its conclusion. We will provide the insurance coverage described in this General Conditions document in return for payment of the premium and *your* compliance with all of its provisions. *You* will also notice that some words are italicized. These words are defined in the "Definitions" section. Words that are capitalized refer to the document and coverage names found in these General Conditions. Headings are provided for convenience only and do not affect *your* coverage in any way.

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### WHAT THE INSURANCE CONTRACT INCLUDES AND WHOM IT COVERS

The *insurance contract* covers only the sudden and unexpected specific situations, events, and losses included in these General Conditions, and only under the conditions described. Please review it carefully.

*Insurance contract* consists of two parts:

1. The Certificate of Insurance (a document confirming the conclusion of an *insurance contract*);
2. This General Conditions document, which describes the coverages (including the Coverage Summary, which provides the particular list of coverages and benefits covered), main provisions, and conditions that govern an *insurance contract*.

#### NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this General Conditions document may be covered. Please refer to the General Exclusions section of this document for exclusions applicable to all coverages under *your insurance contract*.

### WITHDRAWAL AND TERMINATION OF INSURANCE CONTRACT

1. If the *insurance contract* has been concluded for a period longer than 6 months, the *policyholder* has the right to withdraw from the *insurance contract* within 30 days, and in case the *policyholder* is an entrepreneur - within 7 days from the date of conclusion of the *insurance contract*. Withdrawal from the insurance contract shall not release the policyholder from the obligation to pay the premium for the period during which we provided the insurance cover, subject to the provisions of sections 3 and 6.
2. The *policyholder* may terminate the *insurance contract* at any time. The *insurance contract* shall be terminated from the day following the day of submission of the notice of termination of the *insurance contract*. Termination of the *insurance contract* shall not release the *policyholder* from the obligation to pay the premium for the period during which we have provided insurance cover.
3. In the case of the conclusion of an *insurance contract* by means of distance communication with the consumer, the period within which the consumer may withdraw from the *insurance contract* is 30 days from the day on which the consumer was informed of the conclusion of the *insurance contract*. The right of withdrawal from the *insurance contract* shall not apply to a *policyholder* who is a consumer, if the *insurance contract* has been concluded for a period shorter than 30 days.
4. If we did not inform the *policyholder* who is a *consumer* of the right of withdrawal at the latest when the *insurance contract* was concluded, a period of 30 days shall run from the day on which the consumer became aware of that right.

## APPLICABLE LAW

These General Conditions shall be governed by Polish law.

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## COMPLAINTS

Complaints related to the conclusion or performance of the *insurance contract*, the *policyholder*, the *insured*, the beneficiary under the *insurance contract* or their heirs who have a legal interest in establishing liability or fulfilling benefits under the *insurance contract* may submit to us:

- 1) By phone at: +48 22 522 26 40 (available Monday through Friday, working days from 08:00 to 16.00);
- 2) In writing - by mail or delivered in person to *our* postal address: ul. Konstruktorska 12, 02-673 Warszawa
- 3) Electronic - via email to: [reklamacje@mondial-assistance.pl](mailto:reklamacje@mondial-assistance.pl)

We will consider claims connected with the conclusion or performance of an *insurance contract* immediately, no later than within 30 days from their receipt. In particularly complicated cases, the deadline for consideration of a claim may be extended to 60 days. The claimant will be informed in writing of the extended deadline for consideration of the claim and the reasons for it.

The answer to the complaint shall be provided in writing via regular mail. At the request of the complainant, the reply may be sent by e-mail.

The complainant shall have the right to appeal against the response received to the complaint by filing an application for reconsideration of the case in writing or electronically, within 30 days from the receipt thereof with the Director of AWP P&C S.A. – Branch in Poland. The reply to the appeal shall be given in writing without delay, no later than within 30 days from its receipt and shall be sent by post, and at the request of the complainant, the reply may be sent by e-mail.

A natural person who is a *policyholder*, an *insured* or a beneficiary under the *insurance contract*, who submits a complaint, has the right to apply to the Financial Ombudsman to examine the case if his/her claims are not examined under the above mentioned procedure.

A natural person who submits a complaint and is a *policyholder*, an *insured* or a beneficiary under the *insurance contract* has the right, in the event that his/her claims are not accepted under the above procedure of complaint handling, to apply to the Financial Ombudsman to initiate proceedings on out-of-court resolution of disputes between the customer and the financial market entity, as referred to in the Act of 5 August 2015 on the handling of complaints by financial market entities, the Financial Ombudsman and the Financial Education Fund. The Financial Ombudsman is entitled to conduct proceedings on out-of-court resolution of consumer disputes, as referred to in the Act of 23 September 2016 on out-of-court resolution of consumer disputes. Detailed information is available at: [www.rf.gov.pl](http://www.rf.gov.pl)

Financial Ombudsman's Office  
ul. Nowogrodzka 47A  
00-695 Warszawa  
Tel. +48 22 333-73-26 - Reception  
+48 22 333-73-27 - Reception  
fax +48 22 333-73-29  
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## DEFINITIONS

Throughout these General Conditions, words and any form of the word appearing in italics are defined in this section.

<b>Accident</b>	An unexpected and unintended event that causes <i>injury</i> , property damage, or both.
<b>Accommodation</b>	A hotel or any other kind of lodging for which <i>you</i> make a reservation or where <i>you</i> stay and incur an expense.
<b>Act of war</b>	Any act which is associated with and occurring in the course of war or directly triggering it.
<b>Adoption proceeding</b>	A mandatory legal proceeding or other meeting required by law to be attended by <i>you</i> as a prospective adoptive parent(s) in order to legally adopt a minor child.
<b>Baggage</b>	Personal property <i>you</i> take with <i>you</i> or acquire on <i>your trip</i> .
<b>Civil disorder</b>	Any public protest, strike, riot, demonstration, unlawful assembly, or disturbance within a community, region, state, or nation involving acts of violence, <i>vandalism</i> , lawlessness, disobedience, or obstruction of free access or movement in public areas by assemblages. It does not include any such occurrence that rises to the level of or is connected with any <i>political risk</i> , <i>terrorist event</i> , or <i>war</i> .
<b>Climbing sports</b>	An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.
<b>Cohabitant</b>	A person <i>you</i> currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.
<b>Computer System</b>	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
<b>Covered reasons</b>	The specifically named situations or events for which <i>you</i> are covered under these General Conditions.
<b>Cyber Risk</b>	Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: <ol style="list-style-type: none"> <li>1. Any unauthorized, malicious, or <i>illegal act</i>, or the threat of such act(s), involving access to, or the processing, use, or operation of, any <i>computer system</i>;</li> <li>2. Any error or omission involving access to, or the processing, use, or operation of any <i>computer system</i>;</li> <li>3. Any partial or total unavailability or failure to access, process, use, or operate any <i>computer system</i>; or</li> <li>4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.</li> </ol>
<b>Departure date</b>	The date on which <i>you</i> are originally scheduled to begin <i>your</i> travel, as shown on <i>your</i> travel itinerary.

<b>Doctor</b>	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , a <i>traveling companion</i> , <i>your family member</i> , a <i>traveling companion's family member</i> , the sick or <i>injured</i> person, or that person's <i>family member</i> .
<b>Epidemic</b>	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.
<b>Family member</b>	<p>Your:</p> <ol style="list-style-type: none"> <li>1. Spouse (by marriage, common law, domestic partnership, or civil union);</li> <li>2. <i>Cohabitants</i>;</li> <li>3. Parents and stepparents;</li> <li>4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>5. Siblings;</li> <li>6. Grandparents and grandchildren;</li> <li>7. The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>8. Aunts, uncles, nieces, and nephews;</li> <li>9. Legal guardians and wards; and</li> <li>10. Paid, live-in caregivers;</li> </ol>
<b>First responder</b>	Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an <i>accident</i> or emergency to provide aid and relief.
<b>High-altitude activity</b>	An activity that includes, or is intended to include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.
<b>High value items</b>	Collectibles, jewelry, watches, gems, pearls, furs, cameras (including video cameras) and related equipment, musical instruments, professional audio equipment, binoculars, telescopes, sporting equipment, mobile devices, smartphones, computers, radios, drones, robots, and other electronics, including parts and accessories for the aforementioned items.
<b>Hospital</b>	<p>An acute care facility that has a primary function of diagnosing and treating sick and <i>injured</i> people under the supervision of <i>doctors</i>. It must:</p> <ol style="list-style-type: none"> <li>1. Be primarily engaged in providing inpatient diagnostic and therapeutic services;</li> <li>2. Have organized departments of medicine and major surgery; and</li> <li>3. Be licensed where required.</li> </ol>
<b>Illegal act</b>	An act that violates law where it is committed.
<b>Injury</b>	Physical bodily harm.
<b>Insurance contract</b>	The travel insurance contract between <i>us</i> and the <i>policyholder</i> under these General Conditions. The travel insurance contract includes this General Conditions document and the Certificate of Insurance document.

<b>Insured</b>	A natural person for whose account the <i>insurance contract</i> was concluded.
<b>Local public transportation</b>	Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport <i>you</i> or a <i>traveling companion</i> less than 150 kilometers.
<b>Mechanical breakdown</b>	A mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).
<b>Medical escort</b>	A professional person contracted by <i>our</i> medical team to accompany an ill or <i>injured</i> person while they are being transported. A <i>medical escort</i> is trained to provide medical care to the person being transported. This cannot be a friend, <i>traveling companion</i> , or <i>family member</i> .
<b>Medically necessary</b>	Treatment that is required for <i>your</i> illness, <i>injury</i> , or medical condition, consistent with <i>your</i> symptoms, and can safely be provided to <i>you</i> . Such treatment must meet the standards of good medical practice and is not for <i>your</i> or the provider's convenience.
<b>Natural disaster</b>	A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
<b>Pandemic</b>	An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.
<b>Policyholder</b>	A natural person, a legal person or an organizational unit without legal personality who concludes a travel insurance contract with <i>us</i> and who undertakes to pay the insurance premium.
<b>Political risk</b>	Any one or more of the following: <ul style="list-style-type: none"> <li>• Any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or organized political or ruling group</li> </ul> Nationalization; <ul style="list-style-type: none"> <li>• Confiscation;</li> <li>• Expropriation;</li> <li>• Deprivation;</li> <li>• Requisition;</li> <li>• Revolution;</li> <li>• Rebellion;</li> <li>• Insurrection;</li> <li>• Uprising;</li> <li>• Military and usurped power.</li> </ul>
<b>Primary residence</b>	<i>Your</i> permanent, fixed home address for legal and tax purposes.
<b>Pre-existing medical condition</b>	An <i>injury</i> , illness, or medical condition that, within the 120 days prior to and including the date of conclusion of the <i>insurance contract</i> : <ol style="list-style-type: none"> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>;</li> </ol>

2. Presented symptoms; or
3. Required a person to take medication prescribed by a *doctor* (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).

The illness, *injury*, or medical condition does not need to be formally diagnosed in order to be considered a *pre-existing medical condition*.

For example, a sprained knee *you* have had treated in the 120 days prior to and including the date of conclusion of *insurance contract* will be considered a *pre-existing medical condition*. If *you* later have to cancel *your trip* because, for instance, the sprained knee now requires surgery, or because *your* recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a *pre-existing medical condition*.

**Quarantine**

Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which *you* are booked to travel during *your trip*, which is intended to stop the spread of a contagious disease to which *you* or a *traveling companion* has been exposed.

**Reasonable and customary costs**

The amount usually charged for a specific service in a particular geographic area. The charges must be appropriate to the availability and complexity of the service, the availability of needed parts/materials/supplies/equipment, and the availability of appropriately-skilled and licensed service providers.

**Refund**

Cash, credit, or a voucher for future travel that *you* are eligible to receive from a *travel supplier*, or any credit, recovery, or reimbursement *you* are eligible to receive from *your* employer, another insurance company, a credit card issuer, or any other entity.

**Return Date**

The date on which *you* are originally scheduled to end *your* travel, as shown on *your* travel itinerary.

**Service animal**

Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.

**Severe weather**

Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.

**Terrorist event**

An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or

	under the laws of the country of <i>your primary residence</i> , and is committed for political, religious, ethnic, and/or ideological purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include <i>political risk</i> .
<b>Traffic accident</b>	An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i> , that causes <i>injury</i> , property damage, or both.
<b>Travel carrier</b>	A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include: <ol style="list-style-type: none"> <li>1. Rental vehicle companies;</li> <li>2. Private or non-commercial transportation carriers;</li> <li>3. Chartered transportation, except for group transportation chartered by <i>your</i> tour operator; or</li> <li>4. <i>Local public transportation</i>.</li> </ol>
<b>Travel supplier</b>	A travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.
<b>Traveling companion</b>	A person or <i>service animal</i> traveling with <i>you</i> or traveling to accompany <i>you</i> on <i>your trip</i> . A group or tour leader is not considered a <i>traveling companion</i> unless <i>you</i> are sharing the same room with the group or tour leader.
<b>Trip</b>	<i>Your</i> travel to, within, and/or from a location away from <i>your primary residence</i> , which is originally scheduled to begin on <i>your departure date</i> and end on <i>your return date</i> . It must be booked with the <i>travel supplier</i> , through which the <i>insurance contract</i> was concluded. It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from work, and it cannot last longer than 62 days.
<b>Uninhabitable</b>	A <i>natural disaster</i> , fire, flood, burglary, or <i>vandalism</i> (except where <i>vandalism</i> is a part or a result of a cause of loss excluded under the <i>insurance contract</i> ) has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their <i>primary residence</i> or <i>accommodations</i> inaccessible or unfit for use.
<b>Vandalism</b>	Any <i>illegal act</i> that intentionally causes damage to or destruction of public or private tangible property.
<b>War</b>	A state or period of hostile armed conflict, civil war, or military or paramilitary action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether war has been officially or formally declared.
<b>We, Us, or Our</b>	AWP P&C S.A. with its registered office in France, performing its activity in Poland through AWP P&C S.A. Branch in Poland, with its registered office in Warsaw, 12 Konstruktorska St., 02-673 Warsaw, District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division, KRS 0000189340, NIP 1070000164, REGON 01564769, with the share capital of the parent company of EUR 18 510 562.50, paid in full, pursuant to an authorization granted by the

French supervisory authority L'Autorité de Contrôle Prudentiel (ACP), Banque de France.

**You or Your**

All persons listed as *insureds* in the Certificate of insurance.

## WHEN YOUR COVERAGE BEGINS AND ENDS

- § 1. You are only eligible for coverage if we accept the *policyholder's* application for conclusion of the *insurance contract*. Your insurance coverage effective date and coverage end date are indicated in *your* Certificate of Insurance. The insurance coverage is effective the day the *policyholder* has paid the full premium. The order must be received and the full premium must be paid on or before the *departure date*.
- § 2. Coverage is only provided for losses that occur while *your insurance contract* is in effect.
- § 3. Except for one-way and same-day return *trips*, the *departure date* and *return date* that you provided at time of conclusion of the *insurance contract* are counted as two separate days of travel when we calculate the duration of *your trip*.
- § 4. Your insurance coverage ends on the coverage end date listed in *your* Certificate of insurance. However, there are situations where *your* insurance coverage may end on a different date. If *your insurance contract* was concluded with a one-way booking, your coverage end date will be the *return date* (not to exceed 62 days from the *departure date* shown on *your* travel documents). Additionally, your insurance coverage will end on the earliest of:
1. At 23:59 on the day the *policyholder* withdraws from the *insurance contract* or terminates the *insurance contract*;
  2. At 23:59 on the day you file a trip cancellation claim with us;
  3. At 23:59 on the day you end *your trip*, if you end *your trip* early;
  4. At 23:59 on the day you arrive at a medical facility for further care if you end *your trip* due to a medical reason; or
  5. At 23:59 on the 62nd day of the *trip*.
- § 5. However, if *your* return travel is delayed due to a reason covered under these General Conditions, we will extend *your* coverage period until the earlier of when you are able to return to *your* point of origin or *primary residence*, or until you arrive at a medical facility for further care following a medical repatriation or *trip* interruption.
- § 6. Please note that the *insurance contract* applies for a specific *trip* and cannot be renewed.

## DESCRIPTION OF COVERAGES

In this section, we will describe the many different types of insurance coverages which are included in *your insurance contract*. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. **Please note that exclusions may apply.**

### A. TRIP CANCELLATION COVERAGE

- § 1. If *your trip* is canceled or rescheduled for a *covered reason* listed below, we will reimburse you for your non-refundable *trip* payments, deposits, cancellation fees, and change fees (less available *refunds*), up to the maximum benefit for Trip Cancellation Coverage listed in *your Coverage Summary*. Please note that this coverage only applies before you have left for *your trip*.
- § 2. Also, if you prepaid for shared *accommodations* and *your traveling companion* cancels their *trip* due to one or more of the *covered reasons* listed below, we will reimburse any additional *accommodation* fees you are required to pay.
- § 3. **IMPORTANT:** You must notify all of *your travel suppliers* within 72 hours of discovering that you will need to cancel *your trip* (this includes being advised to cancel *your trip* by a *doctor*). If you notify any *travel suppliers* later than that and get a smaller *refund* as a result, we will not cover the difference. If a serious illness, *injury*, or medical condition prevents you from being able to notify *your travel suppliers* within that 72-hour period, you must notify them as soon as you are able.
- § 4. **Covered reasons:**
1. You or a *traveling companion* becomes ill or *injured*, or develops a medical condition disabling enough to make you cancel *your trip* (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).
    - 1.1 The following condition applies:
      - 1) A *doctor* advises you or a *traveling companion* to cancel *your trip* before you cancel it.
    2. A *family member* who is not traveling with you becomes ill or *injured*, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).
      - 2.1 The following condition applies:
        - 1) The illness, *injury*, or medical condition must be considered life threatening by a *doctor*, or require *hospitalization*.
    3. You, a *traveling companion*, *family member*, or *your service animal* dies on or after *your insurance contract's* coverage effective date and before *your trip*.
    4. You or a *traveling companion* is *quarantined* before *your trip* due to having been exposed to:
      - 1) A contagious disease other than an *epidemic* or *pandemic*; or
      - 2) An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
        - a) The *quarantine* is specific to you or a *traveling companion*, meaning that you or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*; and

- b) The *quarantine* does not apply generally or broadly (i) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (ii) based on to, from, or through where the person is traveling. This condition (b) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.
- 5. *You* or a *traveling companion* is in a *traffic accident* on the *departure date*.
- 5.1 One of the following conditions must apply:
  - 1) *You* or a *traveling companion* need medical attention; or
  - 2) *Your* or a *traveling companion's* vehicle needs to be repaired because it is not safe to operate.
- 6. *You* are legally required to attend a legal proceeding during *your trip*.
- 6.1 The following condition applies:
  - 1) The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- 7. *Your primary residence* becomes *uninhabitable*.
- 8. *You* or a *traveling companion* is terminated or laid off by a current employer after date of conclusion of the *insurance contract*.
- 8.1 The following conditions apply:
  - 1) The termination or layoff is not *your* or *your traveling companion's* fault;
  - 2) The employment must have been permanent (not temporary or contract); and
  - 3) The employment must have been for at least 12 continuous months.
- 9. *You* or a *traveling companion* secures new permanent, paid employment, after date of conclusion of *your insurance contract*, that requires presence at work during the originally scheduled *trip* dates.
- 10. *Your* or a *traveling companion's primary residence* is permanently relocated by at least 150 kilometers due to a transfer by *your* or a *traveling companion's* current employer. This coverage includes relocation due to transfer by *your* spouse's current employer.
- 11. *You* or a *travelling companion* serving as a *first responder* is called in for duty due to an *accident* or emergency (including a *natural disaster*) to provide aid or relief during the originally scheduled *trip* dates.
- 12. *You* or a *traveling companion* receive a legal notice to attend an *adoption proceeding* during *your trip*.
- 13. *You*, a *traveling companion*, or a *family member* serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
- 14. *You* or a *traveling companion* is medically unable to receive an immunization required for entry into a destination.
- 15. *Your* or *traveling companion's* travel documents required for the *trip* are stolen.
- 15.1 The following condition applies:
  - 1) *You* must make diligent efforts and provide documentation of *your* efforts to obtain replacement documents through appropriate authorities that would allow you to keep the originally scheduled *trip* dates.
- 16. *You* or a *traveling companion* is refused a tourist visa by the authorities of the destination or transit country.
- 17. *You* find out *you* are pregnant after date of conclusion of the *insurance contract*.



18. You need to attend the birth of a *family member's* child.
19. Your destination becomes *uninhabitable*.
20. Family outside the country of your *primary residence* cannot accommodate you during your *trip*, as planned, because someone in their household has died, become seriously ill or *injured*, or developed a serious medical condition.
21. Government authorities order a mandatory evacuation due to a *natural disaster* at your destination that is in effect within 24 hours prior to your *departure date*.
- 21.1 The following condition applies:
  - 1) The *insurance contract* was concluded prior to public knowledge of the event leading to the mandatory evacuation.
22. You or a *traveling companion* legally separates or divorces on or after date of conclusion of the *insurance contract* but before your scheduled *departure date*.
- 22.1 The following condition applies:
  - 1) Your *insurance contract* was concluded within 14 days of the date of the first *trip* payment or deposit.
23. Your or a *traveling companion's* vehicle experiences a *mechanical breakdown* on the way to the departure point of your *trip*.
24. Your or a *traveling companion's* primary vehicle intended for transporting you or the *travelling companion* to the point of your *trip's* departure or intended to be the primary mode of transportation during your *trip* is stolen.
25. You fail the final exam or you fail to advance to the next grade level at an accredited educational establishment, where you are a student.
26. Your tour operator or commercial event organizer cancels your multi-day tour or multi-day event that is the main purpose of your *trip* and was purchased prior to your *departure date* due to:
  - 1) A *natural disaster*;
  - 2) A *severe weather*.

**NOTE: Coverage is only available for lost, pre-paid, and nonrefundable cost of accommodations for and transportation to and from the cancelled multi-day tour or multi-day event. We will not reimburse you for the cost of the cancelled multi-day tour or multi-day event.**

## B. TRIP INTERRUPTION COVERAGE

### § 1. Early/Delayed Return

If you have to return earlier or later than your *original return date* due to one or more of the *covered reasons* listed below, we will assist you in securing and will pay or reimburse you for, less available *refunds*, a *travel carrier* ticket(s) for your return travel to your *primary residence* in the same class of service that you originally booked, up to the maximum benefit for Early/Delayed Return Coverage listed in your Coverage Summary.

### § 2. Trip Continuation

If you have to interrupt your *trip* due to one or more of the *covered reasons* listed below, we will assist you in securing transportation arrangements necessary to continue your *trip* and:

1. Pay or reimburse you for, less available *refunds*, the necessary transportation expenses you incur to continue your *trip*, up to the maximum benefit for Trip Continuation Coverage listed in your Coverage Summary;
2. Reimburse you for additional *accommodation* fees you are required to pay, less available *refunds*, up to the maximum benefit for Trip Continuation Coverage listed

in *your* Coverage Summary, if *you* prepaid for shared accommodations and *your* traveling companion has to end their trip.

§ 3. **Extended Stay**

If *you* have to interrupt *your* trip due to one or more of the covered reasons listed below and the interruption causes *you* to stay at *your* destination (or the location of the interruption) longer than originally planned, we will reimburse *you*, less available refunds, up to the maximum benefit for Extended Stay Coverage listed in *your* Coverage Summary, for additional accommodation and local public transportation expenses.

§ 4. **Covered reasons:**

1. *You* or a traveling companion becomes ill or injured, or develops a medical condition disabling enough to make *you* interrupt *your* trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

1.1 The following condition applies:

1) A doctor must either examine or consult with *you* or the traveling companion before *you* make a decision to interrupt the trip.

2. A family member who is not traveling with *you* becomes ill or injured, or develops a medical condition (including being diagnosed with an epidemic or a pandemic disease such as COVID-19).

2.1 The following condition applies:

1) The illness, injury, or medical condition must be considered life threatening by a doctor, or require hospitalization.

3. *You*, a traveling companion, family member, or your service animal dies during your trip.

4. *You* or a traveling companion is quarantined during your trip due to having been exposed to:

1) A contagious disease other than an epidemic or pandemic; or

2) An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:

a) The quarantine is specific to *you* or a traveling companion, meaning that *you* or a traveling companion must be specifically and individually designated by name in an order or directive to be placed in quarantine due to an epidemic or pandemic; and

b) The quarantine does not apply generally or broadly (i) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (ii) based on to, from, or through where the person is traveling. This condition (b) applies even if the quarantine order or directive specifically designates *you* or a traveling companion by name to be quarantined.

5. *You* or a traveling companion is in a traffic accident.

5.1 One of the following conditions must apply:

1) *You* or a traveling companion needs medical attention; or

2) The vehicle needs to be repaired because it is not safe to operate.

6. *You* are legally required to attend a legal proceeding during your trip.

6.1 The following condition applies:

1) The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer or other such occupation, this would not be covered).

7. *Your primary residence becomes uninhabitable.*
8. *You or a travelling companion serving as a first responder is called in for duty due to an accident or emergency (including a natural disaster) to provide aid or relief during the originally scheduled trip dates.*
9. *You or a traveling companion is a traveler on a hijacked aircraft, train, vehicle, or vessel.*
10. *You, a traveling companion, or a family member serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.*
11. *You miss at least 50% of the length of your trip due to one of the following:*
  - 1) *A travel carrier delay (this does not include a travel carrier's cancellation prior to your departure date);*
  - 2) *A strike, unless threatened or announced prior to the conclusion of the insurance contract;*
  - 3) *A natural disaster;*
  - 4) *Roads are closed or impassable due to severe weather;*
  - 5) *Lost or stolen travel documents that are required and cannot be replaced in time for continuation of your trip;*
    - a) *You must make diligent efforts and provide documentation of your efforts to obtain replacement documents through appropriate authorities*
  - 6) *Civil disorder, unless it rises to the level of political risk.*
12. *A travel carrier denies you or a traveling companion boarding based on a suspicion that you or a traveling companion has a contagious medical condition (including an epidemic or pandemic disease such as COVID-19). This does not include being denied boarding due to your refusal or failure to comply with rules or requirements to travel or of entry to your destination.*
13. *You need to attend the birth of a family member's child.*
14. *Your destination becomes uninhabitable.*
15. *Family outside the country of your primary residence cannot accommodate you during your trip, as planned, because someone in their household has died, become seriously ill or injured, or developed a serious medical condition.*
16. *Government authorities order a mandatory evacuation due to a natural disaster at your destination while you are on your trip.*
- 16.1 *The following condition applies:*
  - 1) *Your insurance contract was concluded prior to public knowledge of the event leading to the mandatory evacuation.*
17. *Your or a traveling companion's vehicle experiences a mechanical breakdown during your trip, which results in the vehicle being unable to be driven safely.*
18. *Your or a traveling companion's vehicle, which serves as a primary mode of transportation during your trip, is stolen.*

## C. TRAVEL DELAY COVERAGE

- § 1. If your or a traveling companion's trip is delayed for one of the covered reasons listed below, we will reimburse you for the following expenses, less available refunds, up to the maximum benefit listed in your Coverage Summary for Travel Delay:

1. Your lost prepaid *trip* expenses and additional expenses you incur while and where you are delayed for meals, *accommodation*, communication, and transportation, subject to a daily (24 hours) limit listed in your Coverage Summary, as follows:
  - 1) If you provide receipts, the With Receipts Daily Limit applies; or
  - 2) If you do not provide receipts, the No Receipts Daily Limit applies.
2. If the delay causes you to miss the departure of your cruise or tour, necessary transportation expenses to either help you rejoin your cruise/tour or reach your destination.
3. If the delay causes you to miss the departure of your flight or train due to a *local public transportation* delay on your way to the departure airport or train station, necessary transportation expenses to either help you reach your destination or return home.

**NOTE: We will not reimburse you for any expenses that are your travel carrier's or travel supplier's responsibility.**

§ 2. The delay must be for at least the Minimum Required Delay listed in your Coverage Summary and due to one of the following *covered reasons*:

1. A *travel carrier* delay (this does not include a *travel carrier's* cancellation prior to your *departure date*);
2. A strike, unless threatened or announced prior to the date of conclusion of the *insurance contract*;
3. *Quarantine* during your *trip* due to having been exposed to:
  - 1) A contagious disease other than an *epidemic* or *pandemic*; or
  - 2) An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
    - a) The *quarantine* is specific to you or a *traveling companion*, meaning that you or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*; and
    - b) The *quarantine* does not apply generally or broadly (i) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (ii) based on to, from, or through where the person is traveling. This condition (b.) applies even if the *quarantine* order or directive specifically designates you or a *traveling companion* by name to be *quarantined*.
4. A *natural disaster*;
5. Lost or stolen travel documents;
6. Hijacking, except when it is a *terrorist event*;
7. *Civil disorder*, unless it rises to the level of *political risk*; or
8. A *traffic accident*.
9. A *travel carrier* denies you or a *traveling companion* boarding based on a suspicion that you or a *traveling companion* has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include being denied boarding due to your refusal or failure to comply with rules or requirements to travel or of entry to your destination.

**D. BAGGAGE COVERAGE**

- § 1. If *your baggage* is lost, damaged, or stolen while *you* are on *your trip*, we will pay *you*, less available *refunds*, the lesser of the following, up to the maximum benefit listed for Baggage Coverage in *your* Coverage Summary:
1. Cost to repair the damaged *baggage*; or
  2. Cost to replace the lost, damaged, or stolen *baggage* with the same or similar item, reduced by 10% for each full year since the original purchase date, up to the maximum of 50% reduction.
- § 2. The following conditions apply:
1. *You* have taken necessary steps to keep *your baggage* safe and intact and to recover it;
  2. *You* have filed and retained a copy of a report giving a description of the property and its value with the appropriate local authorities, *travel carrier*, hotel, or tour operator within 24 hours of discovery of the loss;
  3. *You* must file and retain a copy of a police report in case of theft of any one or more *high value items*;
  4. *You* must provide receipts or another proof of purchase for each lost, damaged, or stolen item. **For items without a receipt or a proof of purchase, we will only cover 50% of the cost to replace the lost, damaged, or stolen item with the same or similar item;** and
  5. *You* must report theft or loss of a cellular device to your network provider and request to block the device.
- § 3. **The following items are not covered:**
1. **Animals, including remains of animals;**
  2. **Cars, motorcycles, motors, aircraft, watercraft, and other vehicles and related accessories and equipment;**
  3. **Bicycles, skis, and snowboards (except while they are checked with a *travel carrier*);**
  4. **Hearing aids, prescription eyewear, and contact lenses;**
  5. **Artificial teeth, prosthetics, and orthopedic devices;**
  6. **Wheelchairs and other mobility devices;**
  7. **Consumables, medicines, medical equipment/supplies, and perishables;**
  8. **Tickets, passports, deeds, blueprints, stamps, and other documents;**
  9. **Money, currency, credit cards, notes or evidences of debt, negotiable instruments, travelers cheques, securities, bullion, and keys;**
  10. **Rugs and carpets;**
  11. **Antiques and art objects;**
  12. **Fragile or brittle items;**
  13. **Firearms and other weapons, including ammunition;**
  14. **Intangible property, including software and electronic data;**
  15. **Property for business or trade;**
  16. **Property you do not own;**
  17. ***High value items* stolen from a car, locked or unlocked;**
  18. **Baggage while it is:**
    - 1) **Shipped, unless with *your travel carrier*;**
    - 2) **In or on a car trailer;**
    - 3) **Unattended in an unlocked motor vehicle; or**
    - 4) **Unattended in a locked motor vehicle, unless baggage cannot be seen from the outside;**

19. **Baggage that is misplaced, forgotten, or lost while in your possession.**

**E. BAGGAGE DELAY COVERAGE**

- § 1. If *your baggage* is delayed by a *travel supplier* during *your trip*, we will reimburse you for expenses you incur for the essential items you need until *your baggage* arrives, up to the maximum benefit listed in *your* Coverage Summary for Baggage Delay.
- § 2. The following conditions apply:
1. *Your baggage* must be delayed for at least the Minimum Required Delay listed under Baggage Delay in *your* Coverage Summary.
  2. If you do not provide receipts, the maximum amount payable is the No Receipts Limit listed in your Coverage Summary. Only available for *your* outbound travel (not *your* return travel).

**F. EMERGENCY MEDICAL/DENTAL COVERAGE ABROAD**

- § 1. If you receive emergency medical or dental care while you are on *your trip* outside the country of *your primary residence* for one of the following *covered reasons*, we will reimburse the *reasonable and customary costs* of that care for which you are responsible, up to the maximum benefit listed for Emergency Medical/Dental Coverage Abroad in *your* Coverage Summary (dental care is subject to the maximum sublimit listed for dental care):
1. While on *your trip* abroad, you have a sudden, unexpected illness, *injury*, or medical condition that could cause serious harm if it is not treated before *your* return home (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).
  2. While on *your trip* abroad, you have a dental *injury* or infection, a lost filling, or a broken tooth that requires treatment.
- § 2. If you need to be admitted to a *hospital* as an inpatient, we may be able to guarantee or advance payments, where accepted, up to the limit of *your* Emergency Medical/Dental Coverage Abroad.
- § 3. **IMPORTANT: Please note that this is secondary coverage. If you have health insurance, you must submit your claim to that provider first. If you do not have health insurance or it is known that your health insurance does not provide coverage in the geographical area where your medical emergency is treated, please submit your claim directly to us. Any payment you receive from any other insurance provider or any other entity will be deducted from your claim.**
- § 4. We are not responsible for the course of treatment and its effects, the diagnoses made, not referring for additional examination, which decisions are made by the *doctor* treating you.
- § 5. We may request you or your statutory representative to give written consent for us to contact the entities which provided health services to you, in order to obtain information related to verification of the data provided by you about your health condition, excluding

the results of genetic tests, determination of *your* entitlement to benefits under the *insurance contract* and the amount of such benefits, in particular to the *doctors* who took or continue to take care of *you*.

- § 6. **The following conditions and exclusions apply:**
1. The care must be *medically necessary* to treat an emergency condition, and such care must be provided by a *doctor, dentist, hospital, or other provider authorized to practice medicine or dentistry*.
  2. This coverage will not pay for any care provided after *your* coverage ends.
  3. This coverage will not pay for any care for any illness, *injury*, or medical condition that did not originate during *your trip* outside the country of *your primary residence*.
  4. This coverage will not pay for any non-emergency care or services in general and the following care and services in particular:
    - 1) Elective cosmetic surgery or care;
    - 2) Annual or routine exams;
    - 3) Long-term care;
    - 4) Allergy treatments (unless the allergic reaction is life threatening);
    - 5) Exams or care related to or loss of/damage to hearing aids, dentures, eyeglasses, and contact lenses;
    - 6) Physical therapy, rehabilitation, or palliative care (except as necessary to stabilize *you*);
    - 7) Experimental treatment; and
    - 8) Any other non-emergency medical or dental care.

## G. EMERGENCY TRANSPORTATION COVERAGE

- § 1. **IMPORTANT:**
1. If *your* emergency is immediate or life threatening, seek local emergency care at once.
  2. We are not, and shall not be deemed to be, a provider of medical or emergency services.
  3. We act in compliance with all national and international laws and regulation, and *our* services are subject to approvals by appropriate local authorities and active travel & regulatory restrictions.
- § 2. **Emergency Evacuation (Transporting *you* to the nearest appropriate medical facility)**
1. If *you* become seriously ill or *injured* or develop a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19) while on *your trip*, we will pay for local emergency transportation from the location of the initial incident to a local *doctor* or local medical facility. If we determine that the local medical facilities are unable to provide appropriate medical treatment:
    - 1) *Our* medical team will consult with the local *doctor* to obtain information necessary to make appropriate decisions regarding *your* overall medical condition;
    - 2) We will identify the closest appropriate available *hospital* or other appropriate available facility, make arrangements to transport *you* there, and pay for that transport; and

- 3) We will arrange and pay for a *medical escort* if we determine one is necessary.
2. The following conditions apply to items 1, 2, and 3 above:
  - 1) You or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange;
  - 2) All decisions about *your* evacuation must be made by medical professionals licensed in the countries where they practice;
  - 3) You must comply with the decisions made by *our* assistance and medical teams;
  - 4) One or more emergency transportation providers must be willing and able to transport *you* from *your* current location to the identified *hospital* or medical facility.

### § 3. Medical Repatriation (Getting you home after you receive care)

1. If you become seriously ill or *injured* or develop a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19) while on *your trip* and *our* medical team confirms with the treating *doctor* that you are medically stable to travel, we will:
  - 1) Arrange and pay for you to be transported via regularly scheduled service on a common carrier in the same class of service that you originally booked, unless a different class of service is otherwise *medically necessary*, for the return leg of *your trip*, less available *refunds* for unused tickets. The transportation will be to one of the following:
    - a. *Your primary residence*;
    - b. A location of *your* choice in the country of your *primary residence*; or
    - c. A medical facility near *your primary residence* or in a location of *your* choice in *your* country of residence. In either case, the medical facility must be willing and able to accept you as a patient and must be approved by *our* medical team as medically appropriate for *your* continued care.
  - 2) Arrange and pay for a *medical escort* if *our* medical team determines that one is necessary.
2. The following conditions apply:
  - 1) Special accommodations must be *medically necessary* for *your* transportation (for example, if more than one seat is *medically necessary* for you to travel).
  - 2) You or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange;
  - 3) All decisions about *your* repatriation must be made by medical professionals licensed in the countries where they practice;
  - 4) You must comply with the decisions made by *our* assistance and medical teams;



- 5) One or more emergency transportation providers must be willing and able to transport *you* from *your* current location to the identified *hospital* or medical facility.

**§ 4. Transport to Bedside (Bringing a friend or *your* family member to you)**

1. If *you* are told by the treating *doctor* that *you* will be *hospitalized* (including being *hospitalized* due to an *epidemic* or *pandemic* disease such as COVID-19) for more than 7 days during *your trip* or that *your* condition is immediately life-threatening, we will arrange and pay for round-trip transportation in economy class on a *travel carrier* for one friend or *family member* to stay with *you*.
2. We will, also, pay for this friend's or *your family member's* accommodation expenses during the stay, up to the maximum benefit listed in *your* Coverage Summary.
3. The following condition applies:
  - 1) *You* or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

**§ 5. Return of Dependents (Getting minors and dependents home)**

1. If *you* die or are told by the treating *doctor* during *your trip* that *you* will be *hospitalized* (including being *hospitalized* due to an *epidemic* or *pandemic* disease such as COVID-19) for more than 24 hours during *your trip*, we will arrange and pay to transport *your traveling companions* who are under the age of 18, or are dependents requiring *your* full-time supervision and care to one of the following:
  - 1) *Your primary residence*; or
  - 2) A location of *your* choice in the country of *your* primary residence.
- 1.1. We will arrange and pay for an adult *family member* to accompany *your traveling companions* who are under the age of 18 or are dependents requiring *your* full-time supervision and care, if we determine that it is necessary.
- 1.2. Transportation will be on a *travel carrier* in the same class of service that was originally booked. Available *refunds* for unused tickets will be deducted from the total amount payable.
2. The following conditions apply:
  - 1) This benefit is only available while *you* are *hospitalized*, or if *you* die, and if *you* do not have an adult *family member* traveling with *you* that is capable of caring for the *travelling companions* under the age of 18 or dependents;
  - 2) *You* or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

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**§ 6. Repatriation of Remains (Getting *your* remains home)**

1. We will arrange and pay for the reasonable and necessary services and supplies to transport *your* remains to one of the following:
  - 1) A funeral home near *your primary residence*; or
  - 2) A funeral home located in the country of *your primary residence*.
2. The following conditions apply:
  - 1) Someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange

the transportation, we will only pay up to what we would have paid if we had made the arrangements; and

- 2) The death must occur while on *your trip*.
3. If a *family member* decides to make funeral, burial, or cremation arrangements for *you* at the location of *your* death, we will reimburse the necessary expenses up to the amount it would have cost *us* to transport *your* remains to a funeral home near *your primary residence*.

#### § 7. **Search and Rescue**

1. We will pay the cost of search and rescue activities by a professional rescue team, up to the maximum benefit listed for Search and Rescue Coverage in *your* Coverage Summary, if *you* are reported missing during *your trip* or have to be rescued from a physical emergency.

## H. TRAVEL SERVICES DURING YOUR TRIP

If *you* need travel services during *your trip*, we are available 24 hours a day. With *our* global reach and multi-lingual staff, we are here to help *you*.

#### § 1. **Finding a Doctor or Medical Facility**

If *you* need care from a *doctor* or medical facility while *you* are traveling, we can assist *you* in finding one.

#### § 2. **Monitoring Your Care**

If *you* are *hospitalized*, *our* medical staff will stay in contact with *you* and the *doctor* caring for *you*.

#### § 3. **Lost Travel Documents Assistance**

If *your* passport or other travel documents are lost or stolen, we can assist *you* in getting *your* documents replaced and can help *you* change *your* travel arrangements as required.

#### § 4. **Emergency Language Translation**

We can assist *you* with translation services in the event *you* need help in a foreign country.

#### § 5. **Emergency Cash Assistance**

If *your* travel is delayed or interrupted and *you* need extra money to pay for unexpected expenses, we can assist in arranging the transfer of funds from *your* family or friends.

#### § 6. **Legal Referrals**

We can help *you* find local legal advice if *you* need it while *you* are traveling.

## GENERAL EXCLUSIONS

- § 1. This section describes the general exclusions applicable to all coverages under *your insurance contract*. An “exclusion” is something that is not covered by the *insurance contract*, and therefore no payment or service would be available.

- § 2. This *insurance contract* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.
- § 3. If *you* have traveled against an order or advice against travel issued by *your* home country's or *trip* destination's government or local authority, this *insurance contract* excludes any loss directly or indirectly resulting from, arising out of, or related to any reason for or subject of such travel order or advice.
- § 4. The *insurance contract* does not provide coverage for any loss that results from any of the following general exclusions if they affect *you*, a *traveling companion*, or a *family member*:
1. Any loss, condition, or event that was known, foreseeable, intended, or expected when the *insurance contract* was concluded;
  2. *Pre-Existing medical conditions*;
  3. *Your* intentional self-harm or if *you* attempt or commit suicide;
  4. Normal, complication-free pregnancy or childbirth;
  5. Fertility treatments or elective abortion;
  6. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
  7. Acts committed with the intent to cause loss;
  8. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
  9. Participating in or training for any professional or semi-professional sporting competition;
  10. Participating in or training for any amateur sporting competition while on *your trip*. This does not include participating in informal recreational sporting competitions and tournaments organized by hotels, resorts, or cruise lines to entertain their guests.
  11. Participating in the following extreme, high-risk sports and activities:
    - 1) Skydiving, BASE jumping, hang gliding, or parachuting;
    - 2) Bungee jumping;
    - 3) Caving, rappelling, or spelunking;
    - 4) Skiing or snowboarding outside marked trails or in an area accessed by helicopter;
    - 5) *Climbing sports* or free climbing;
    - 6) *Any high-altitude activity*;
    - 7) Personal combat or fighting sports;
    - 8) Racing or practicing to race any motorized vehicle or watercraft;
    - 9) Free diving; or
    - 10) Scuba diving at a depth greater than 20 meters or without a dive master.
  12. An *illegal act* resulting in a conviction, except when *you*, a *traveling companion*, a *family member*, or *your service animal* is the victim of such act;
  13. An *epidemic* or *pandemic*, except when and to the extent that an *epidemic* or *pandemic* is expressly referenced in and covered under Trip Cancellation Coverage, Trip Interruption Coverage, Travel Delay Coverage, or Emergency Medical/Dental Coverage;

14. *Natural disaster*, except when and to the extent that a *natural disaster* is expressly referenced in and covered under Trip Cancellation Coverage, or Trip Interruption Coverage, or Travel Delay Coverage;
15. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
16. Nuclear reaction, radiation, or radioactive contamination;
17. *War or acts of war*;
18. Military duty, except when and to the extent that military duty is expressly referenced and covered under Trip Cancellation Coverage or Trip Interruption Coverage;
19. *Political risk*;
20. *Cyber risk*;
21. *Civil disorder*, except when and to the extent that *civil disorder* is expressly referenced in and covered under Trip Interruption Coverage or Travel Delay Coverage;
22. *Terrorist events*. This exclusion does not apply to Emergency Medical/Dental coverage or Emergency Transportation Coverage.
23. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except when and to the extent that an act, travel alert/bulletin, or prohibition by a government or public authority is expressly referenced in and covered under Trip Cancellation Coverage or Trip Interruption Coverage;
24. Any *travel supplier's* complete cessation of operations due to financial condition, with or without filing for bankruptcy;
25. A *travel supplier's* restrictions on any *baggage*, including medical supplies or equipment;
26. Ordinary wear and tear or defective materials or workmanship.
27. An act of gross negligence by *you* or a *traveling companion*.

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- § 5. **IMPORTANT:** *You* are not eligible for reimbursement under any coverage if:
1. *Your travel carrier* tickets do not show travel date(s);
  2. The *departure date* and *return date* as shown on the Certificate of Insurance do not match *your trip's* actual departure date and return date (does not apply to insurance purchased with a one-way booking); or
  3. *You* intend to receive health care or medical treatment of any kind while on *your* trip.

## CLAIMS INFORMATION

- § 1. To make a claim, please contact *us* by:
- calling at: +48 22 563 11 17
  - sending an email to: [pmu.szkody@mondial-assistance.pl](mailto:pmu.szkody@mondial-assistance.pl)

*You* should fill in the claim form and send it to *us* as soon as possible with all the information and documents *we* ask for. To process *your* claim promptly, *you* should provide *us* with complete details and documents about the incident and any other supporting document related to *your* claim. Please keep copies of all the information you send *us*.

*You* will need to obtain some information to support *your* claim. Below is a list of actions *you* will need to take and documents *we* will need in order to deal with *your* claim. Further

information and/or evidence may be required by *us* after *your* claim has been submitted. If this is the case, *we* will inform *you* as quickly as possible.

§ 2. **For all claims**

- Your *trip* booking invoice(s), and travel documents including the return ticket showing the dates and times of travel as well as *your* name visible on the documents.
- Receipts or proof of purchase and accounts for all out-of-pocket expenses *you* have to pay.
- Bills or invoices issued in *your* name.
- Details of any other insurance *you* may have that may cover the same loss, such as household or private medical.
- As much evidence, e.g. pictures, videos, written statements or any other documents, as possible to support *your* claim.

§ 3. **Trip Cancellation Coverage**

- Cancellation invoice(s) detailing all cancellation charges incurred.
- For claims relating to illness or *injury* a medical certificate will need to be completed by the treating *doctor*. A certified copy of the death certificate is required in the event of death.
- If *your* claim results from any other circumstances, please provide independent evidence of these circumstances.

§ 4. **Trip Interruption Coverage**

- *Your* booking invoice(s) showing *your* revised time and date of departure and detailing whether any *refunds* can be provided.
- For claims relating to illness or *injury* a medical certificate will need to be completed by the treating *doctor*. A copy of the death certificate is required in the event of death.
- If *your* claim results from any other circumstances, please provide independent evidence of these circumstances.

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§ 5. **Travel Delay Coverage**

- Written confirmation from the airline, rail company, shipping line or their handling agent of the scheduled and actual departure times and why the departure was delayed.
- Detailed account of the circumstances causing *you* to miss *your* departure together with supporting evidence from the *local public transportation* provider or *traffic accident* authority attending the private vehicle *you* were travelling in.
- If *your* claim results from any other circumstances, please provide independent evidence of these circumstances.

§ 6. **Baggage Coverage**

- Report the theft to the police within 24 hours of discovery and ask them for a written police report.
- If applicable, *you* should also report the theft, damage or loss to *your travel carrier*, tour operator, handling agent or accommodation manager and ask for a written report.
- For delays losses and damage whilst in the care of a *travel carrier*, report this as soon as possible and obtain a written report from them. For airlines specifically, *you* must obtain a Property Irregularity Report (PIR) from the airline or their handling agent. This should be done within 7 days of any delay, loss or damage..

- Receipts, vouchers or other suitable evidence of purchase / ownership / value for lost, stolen or damaged baggage.
- Keep any damaged items as we may need to inspect them. If we make a payment or we replace an item, the item will then belong to *us*.
- Obtain an estimate for repair for all damaged items.
- Block lost or stolen mobile phones with *your* network provider and obtain written confirmation of this action from them.

#### § 7. **Baggage Delay Coverage**

- Report the loss to the *travel carrier* and obtain a written report from them. For airlines, *you* must obtain a Property Irregularity Report (PIR) from the airline or their handling agent. This should be done within 7 days of any delay, loss or damage.
- Receipts, vouchers or other suitable evidence of purchase for essential replacement items.

#### § 8. **Emergency Medical/Dental Coverage Abroad and Emergency Transportation Coverage**

- Always contact our 24-hour emergency medical service when *you* are *hospitalised* or require repatriation.
- Medical evidence from the treating *doctor* to confirm the illness or *injury* and treatment given, including *hospital* admission and discharge dates, if this applies.
- Receipts or invoices for a *doctor's* visit or *hospital* treatment along with confirmation of billing/payment.
- Other invoices or receipts with proof of payment to the issuer for which reimbursement is claimed.

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## GENERAL PROVISIONS AND CONDITIONS

#### § 1. **Conclusion of the *insurance contract***

1. *We* enter into an *insurance contract* with a *policyholder* for a fixed period of time requested by the *policyholder*.
2. The *insurance contract* is concluded on the basis of the *policyholder's* application containing information necessary to assess the risk and determine the insurance premium due. An *insurance contract* may also be concluded by means of distance communication.
3. The *policyholder*, determines the extent of coverage in the application for insurance.
4. In the case of an intention to conclude an *insurance contract* by means of distance communication (e.g. the internet, telephone), the person interested in insurance, will be informed about the rules of concluding an *insurance contract* in this manner and about rights, using the means of distance communication through which the *insurance contract* is to be concluded. In the case of conclusion of the *insurance contract* by means of electronic communication, the *insurance contract* is considered concluded on the day of payment of the insurance premium.
5. The *policyholder*, may conclude an *insurance contract* for the account of another person (for the account of another *insured*). In this case the *policyholder* is obliged to inform the *insured* about the rights and obligations arising from the *insurance contract* concluded for his account and provide him with these General Conditions.

6. In the case of conclusion of an *insurance contract* for someone else's account, the *insured* may request that we provide him with information on the provisions of the *insurance contract* concluded and the General Conditions in the scope in which they concern his rights and obligations.
7. In the case of concluding an *insurance contract* for someone else's account, the provisions of these General Conditions shall apply respectively to the person for the benefit of whom the *insurance contract* was concluded (the *insured*).
8. The *policyholder*, is obliged to inform us about all circumstances known to him, which we inquire about in the application form or before the conclusion of the *insurance contract* in other letters. If *policyholder* concludes the *insurance contract* through a representative, this obligation is also incumbent upon the representative and additionally covers circumstances known to him.
9. During the term of the *insurance contract* the *policyholder* must notify us of changes in the circumstances referred to in the preceding sentence as soon as he becomes aware of them.
10. If the *policyholder* have concluded an *insurance contract* for someone else's account, the obligations set out above are incumbent on both him and the *insured*, unless the *insured* was unaware that an *insurance contract* had been concluded for their account.
11. We shall not be liable for the consequences of circumstances which, in breach of the aforementioned duties, were not brought to our attention. In the event of a wilful breach of the aforementioned duties, in case of doubt it shall be assumed that the covered reason under the *insurance contract* and its consequences are caused by the circumstances referred to in the preceding sentence.
12. We confirm the conclusion of the *insurance contract* with the Certificate of Insurance.

## § 2. Insurance premium

1. We calculate the insurance premium for the duration of our liability on the basis of the premium schedule in force on the date of the *insurance contract*.
2. We determine insurance premium depending on:
  - 1) The amount of the maximum benefit;
  - 2) The duration of the insurance cover;
  - 3) Insurance coverage;
  - 4) Number of *insured*.
3. Unless we have agreed otherwise, the *policyholder* is obliged to pay the insurance premium at the same time as concluding the *insurance contract*.
4. In *insurance contracts* concluded with the use of means of distance communication, the premium may be paid only as a single payment, by bank transfer.
5. If the premium is paid by bank transfer, the date of payment is the date on which *policyholder's* bank account is debited with the full amount of the premium.
6. The insurance premium shall be considered unpaid if the amount of the insurance premium paid is lower than that resulting from the *insurance contract*. In such a case the insurance coverage shall not commence.
7. In the event of revealing a circumstance that entails significant change of the probability of the occurrence of the covered reason, each party may demand the premium to be changed accordingly, starting from the moment when this circumstance occurred, but not earlier than from the beginning of the current insurance period. In the case of such a demand, the other party may, within 14 days,

terminate the *insurance contract* with immediate effect by submitting a statement in this respect.

8. If the insurance coverage expires before the end of the period for which the *insurance contract* was concluded, the *policyholder* is entitled to a refund of the insurance premium for the period of unused insurance coverage.

### § 3. **General rules for determination and payment of benefits**

1. We are required to pay the benefit within 30 days of receiving notice of the occurrence of a covered reason.
2. If it is impossible to clarify the circumstances necessary to establish *our* liability or the amount of the benefit within 30 days from the date of receiving a notice on the occurrence of a covered reason, the benefit should be paid within 14 days from the day when clarification of these circumstances became possible by exercising due diligence. However, the undisputed part of the benefit should be paid within 30 days from the date of receiving notice of the occurrence of the covered reason.
3. We are obliged to:
  - 1) On receipt of a notice on the occurrence of a covered reason, within 7 days from the date of receipt of such a notice, to notify the *policyholder* or the *insured*, if they are not the persons submitting this notification, and to undertake proceedings to determine the facts of the covered reason, the legitimacy of the claims made and the amount of benefit, as well as to inform the person making the claim in writing or in another way, to which the person has agreed, what documents are needed to determine *our* liability or the amount of benefit, if this is necessary for further proceedings. In the case of an *insurance contract* concluded for the account of a third party, the *insured* or his heirs may also give notice of the occurrence of a covered reason. In this case, the heir shall be treated as the beneficiary under the *insurance contract*;
  - 2) If we do not perform within the time specified above, to notify in writing:
    - a. The person making the claim, and
    - b. The *insured* in case of *insurance contract* concluded for account of a third party, if he is not the person making the claim;
 of the reasons for the inability to satisfy claims in whole or in part, as well as to meet the undisputed part of the benefit;
  - 3) If the benefit is not payable or is payable in an amount different from that specified in the claim, to notify in writing:
    - a. The person making the claim, and
    - b. The *insured*, in the case of an *insurance contract* concluded for account of a third party, if he is not the person making the claim;
 indicating the circumstances and the legal basis justifying the total or partial refusal to provide the benefit and to instruct about the possibility of pursuing the claim in court;
  - 4) To make available to the *policyholder*, the *insured*, the person making a claim or the beneficiary under the *insurance contract*, information and documents collected for the purpose of establishing *our* liability or the amount of the benefit. These persons may request written confirmation from *us* of the information made available to them, as well as photocopies of documents at their own expense and confirmation of their conformity with the originals by *us*;



- 5) To make available to the persons referred to in point 4) above, upon request, the information and documents referred to in point 4) above in electronic form;
  - 6) At the request of the *insured* or at request of the beneficiary under the *insurance contract*, to make available information in *our* possession relating to the covered reason which is the basis for establishing *our* liability and determining the circumstances of the covered reason as well as the amount of the benefit;
  - 7) At the request of the *policyholder* or the *insured*, to provide information about the statements made by him at the stage of concluding the *insurance contract* for the purpose of insurance risk assessment or copies of documents prepared at this stage.
4. The payment of benefits or indemnities due to the *insured* shall be made in Polish zlotys, except for the costs reimbursed directly to invoice issuers abroad.
  5. The costs incurred by the *insured* in foreign currencies shall be reimbursed in the territory of the Republic of Poland in Polish zlotys (PLN) according to the exchange rate published by NBP in table A of average exchange rates of foreign currencies valid on the day the cost is incurred by the *insured*, and shall be executed up to the maximum benefit as specified in the Coverage Summary.

#### § 4. **Obligations of the *policyholder* and the *insured* in case of an insured event**

1. In the occurrence of an insured event, the *policyholder* or *insured* is obliged to:
  - 1) Use the means at their disposal to save the object of insurance and to prevent the loss or reduce its size;
  - 2) Secure the possibility of pursuing compensation claims against those responsible for the damage.
2. If, the *policyholder* or the *insured* have intentionally or through gross negligence failed to comply with the measures set out above in point 1., *we* are free from liability for damages arising from this.
3. *We* are obliged, within the scope of the maximum benefit, to reimburse the costs resulting from the above-mentioned measures in point 1., if these measures were reasonable, even if they proved to be ineffective.

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#### § 5. **Final provisions**

1. As of the date of fulfilment of the insurance benefit, *your* claim against the person responsible for the damage up to the amount of the insurance benefit realised is transferred to *us* by operation of law.
2. *Your* claims against a person for whom *you* are responsible or with whom you live in the same household are not transferred to *us*, unless that person has caused the damage intentionally.
3. *You* should provide *us* with all assistance in pursuing a recourse, including providing relevant documents and necessary information.
4. If *we* have only covered a part of the loss, the *insured* have a right of recourse against the person responsible for the loss.
5. All notices and statements of *ours*, the *policyholder*, the *insured*, the beneficiary under the *insurance contract* or his heirs, except for the notification of the event, termination of the *insurance contract* or cancellation of the *insurance contract*, should be made in writing with a receipt or sent by registered mail.
6. With the consent of both parties, provisions additional to or different from those set out in these General Conditions may be introduced into the *insurance contract*.

7. Any changes to the *insurance contract* must be made in writing, otherwise being null and void.
8. Any matters not regulated herein shall be subject to the provisions of the Civil Code, the Act on Insurance and Reinsurance Activity as well as generally applicable acts of law within the scope of the *insurance contract*.
9. The language used between *us*, the *policyholder*, the beneficiary under the *insurance contract* or their heirs is Polish.
10. Disputes arising from an *insurance contract* can be resolved through litigation by filing a lawsuit in a court of common pleas. The defendant should be *us*.
11. An action for a claim arising from the *insurance contract* may be brought in accordance with the provisions on general jurisdiction or before a court having jurisdiction over place of residence or registered office of a *policyholder*, an *insured* or over place of residence or registered office of the beneficiary under the *insurance contract*.
12. An action for a claim resulting from the *insurance contract* may be brought in accordance with the provisions on general jurisdiction or before a court competent for the place of residence of the heir of the *insured* or heir of beneficiary under the *insurance contract*.
13. In case of disputes concerning contractual obligations resulting from *insurance contracts* concluded via the website or other electronic means between *us* and consumers, it is possible to use the Internet dispute resolution system - ODR platform. For this purpose, the consumer should fill in an electronic complaint form available at <http://ec.europa.eu/consumers/odr/>.
14. We will not provide insurance cover or be obliged to pay any indemnity or provide any other financial benefit in respect of the cover provided if the payment of any indemnity or other financial benefit may expose *us* to any sanction, prohibition or restriction under any United Nations resolution or any trade or economic sanction, law or regulation of the European Union, the United Kingdom, the laws of Poland or the United States of America.
15. These General Conditions have been approved by the *Insurer's* Resolution No. U/30/2024 dated 07/10/2024 and become effective as of 31/10/2024.

# PRIVACY NOTICE

## Privacy protection rules

**AWP P&C S.A. Branch in Poland** ('we', 'us', 'our'), a member of Allianz Worldwide Partners SAS, is a French authorised insurer operating in Poland in the form of a branch. This privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read this notice carefully.

### 1. Who is the data controller?

A data controller is the individual or legal person who controls and is responsible to keep and use personal data. **AWP P&C S.A. Branch in Poland is a data controller.**

### 2. What personal data will be collected?

We will collect and process various types of personal data about you, the scope of which depends on the type of agreement or notified damage, in accordance with the following:

- Surname (including Family name) and first name(s)
- Parents names
- Personal identification number (PESEL)
- Domicile and residence address
- Date of birth
- Sex
- Number, issue date, expiry date, issuing authority and type of identity document
- Telephone numbers
- E-mail address
- Information about your driving license (category, issue date, expiry date, document number)
- Information on a credit/debit card and bank account
- Vehicle registration number
- VIN
- Policy number
- Data on the concluded insurance contract
- Data about the employer and employment status
- Citizenship
- Information about the conducted business activity
- Data obtained during the notification and liquidation of the claim

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Depending on your contract or damage, we will only ask for the data necessary in a specific case. We will also collect and process your 'sensitive personal data', such as data from your medical records or from death certificates or your claims history.

### 3. How will we collect and use your personal data?

We will process personal data provided to us by you or received by us without your participation (i.e. from medical facilities, from your employer, from the National Health Fund) in accordance with the following explanation and list:

Purpose	Do you give your consent/Is your consent required?	Legal basis for processing
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<p>Contract administration, including insurance contract (e.g. quotation, underwriting, claims handling, wage calculation, complaints handling)</p>	<p>No (except when you are not our client and we have no other basis to process your data).</p>	<p>Article 6 sec. 1 letter b) and c) GDPR *, Article 9 sec. 2 letter a) GDPR *, Article 9 sec. 2 letter g) in connection with Article 41 sec. 1 of the act on insurance and reinsurance activity</p>
<p>To inform you, or enable other companies of the Allianz Group and selected third parties to inform you, about products and services which we believe may be of interest to you, in accordance with your preferences regarding marketing communications. You are free to change these preferences at any time. If your preferences change and you no longer consent to any of the above-mentioned items, please notify us by clicking the 'Stop subscription' link in any email with marketing communications, or by contacting us by email or by phone or in the manner described in point 9 below.</p>	<p>Yes</p>	<p>Article 6 sec.1 letter a) GDPR*, Article 6 sec. 1 letter f) GDPR * (our legitimate interest is direct marketing of our products and services)</p>
<p>Compliance with legal duties (e.g. tax, accounting, administrative duties)</p>	<p>No</p>	<p>Article 6 sec.1 letter c) GDPR*</p>
<p>To spread risks through reinsurance or co-insurance</p>	<p>No</p>	<p>Article 6 sec.1 letter f) GDPR* (our legitimate interest is to reduce the insurance risk)</p>
<p>In order to reduce the risk of economic sanctions by verifying and applying other appropriate measures to verify that the client or the insured risk is not subject to any restrictions and that the contract does not infringe any economic sanctions, through periodic checks of</p>	<p>No</p>	<p>Article 6 sec.1 letter c) GDPR*</p>

the insured and clients, as well as - at the loss adjustment stage - by analyzing the application of financial sanctions in relation to the insured and, if applicable, the beneficiary before the payment of compensation or benefits		
For the prevention of insurance crime	No	Article 6 sec. 1 letter f) GDPR * (our legitimate interest is the prevention of insurance crime and defense against abuse)
In order to survey customer satisfaction		Article 6 sec. 1 letter f) GDPR * (our legitimate interest is to test the quality of our services and the level of satisfaction of our clients with these services)
In order to establish, investigate and defend against claims	No	Article 6 sec. 1 letter f) GDPR * (our legitimate interest is the possibility of establishing, investigating and defending against possible claims)

For the purposes set out above, we do not require your explicit consent (except when you provide data pertaining to your health status or you are not our client) because the data is processed for the purpose of performing an insurance contract or complying with legal duties.

We will require your personal data if you intend to purchase our products and services or to settle a reported claim. If you do not wish to disclose your data to us, we may not be able to supply the products and services that you have asked for or which are of interest to you, or to adapt our offer to your individual needs or to rectify the damage reported by you.

In the case of insurance offers, where an electronic premium calculator is used (e.g. on a website dedicated for this purpose), we will also be making decisions concerning you in an automated manner, i.e. without human participation. Your health status and the destination country of travel will be the factors we will consider.

We will rely on what is called 'profiling' when making that decision. This means that we will evaluate the information you have provided to us (e.g. regarding your health status, date of birth, length and purpose of travel) and assign it to the relevant profiles developed with the use of statistical data in our possession.

In connection with automated decision-making, you have the right to challenge a decision adopted in an automated manner, express your point of view and have your situation analysed

and a decision made by our employee.

#### **4. Who will have access to your personal data?**

We will make sure that your personal data is processed in a manner consistent with the purposes set out above.

For the stated purposes, your personal data may be disclosed to the following third party data controllers: public authorities, other Allianz Group companies, other insurers, co-insurers, reinsurers, insurance brokers and agents, as well as banks.

For the stated purposes, we may also share your personal data with the following entities who operate as data processors under our instruction: other Allianz Group companies, technical consultants, experts, lawyers, claim adjusters, service technicians, doctors and other subcontractors providing services to AWP in order to carry out activities (claims reporting, IT service, postal services, document management, claim settlement, contract performance by providing services to an authorized person), as well as advertisers and advertising networks to send you marketing communications as permitted by national law and in accordance with your preferences regarding communications you wish to receive. Without your permission, we will not share your personal data with non-affiliated third parties for their own marketing purposes.

In addition, we may share your personal data in the following instances:

- in the event of any proposed or actual reorganisation, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, disposal or other regulation of the whole or a part of our enterprise, assets or stocks (including in connection with any bankruptcy or similar proceedings), or
- to meet any legal obligation, including to the relevant ombudsman if you make a complaint about the product or service we have provided to you.

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#### **5. Where will my personal data be processed?**

Your personal data may be processed within or outside the European Economic Area (EEA) by the parties specified in section 4, subject to contractual restrictions regarding confidentiality and security of information in line with the applicable data protection laws. We will not disclose your personal data to anyone who is not authorised to process them.

Whenever we transfer your personal data for processing outside of the EEA by another Allianz Group company, we will do so on the basis of Allianz' approved binding corporate rules known as the Allianz Binding Corporate Rules (Allianz' BCR) which establish adequate protection for personal data and are legally binding on all Allianz Group companies. Allianz' BCR and the list of Allianz Group companies that comply with them can be accessed here <https://www.allianz.com/en/>. Where Allianz' BCR do not apply, we will instead take steps to ensure that the transfer of your personal data outside of the EEA receives an adequate level of protection as it does in the EEA. You can find out what safeguards we rely upon for such transfers (for example, Standard EU Model Contractual Clauses) by contacting us as detailed in section 9.

#### **6. What are your rights in respect of your personal data?**

Where permitted by applicable law or regulation, you have the right to:

- Access your personal data held about you and to learn the origin of the data, the

purposes and ends of the processing, the details of the data controller(s), the data processor(s) and the parties to whom the data may be disclosed;

- Withdraw your consent at any time where your personal data is processed with your consent;
- Update or correct your personal data so that it is always accurate;
- Delete your personal data from our records if it is no longer needed for the purposes indicated above;
- Restrict the processing of your personal data in certain circumstances, for example where you have contested the accuracy of your personal data, for the period enabling us to verify its accuracy;
- Obtain your personal data in an electronic format for you or for your new insurer; and
- File a complaint with us or the relevant data protection authority. In Poland, this authority is the President of the Personal Data Protection Office.

You may exercise these rights by contacting us as detailed in section 9 providing your name, email address and purpose of your request. You may also make an access request by completing the Data Access Request Form available at <http://www.mondial-assistance.pl/biznes/dane.aspx>.

## **7. How can you object to the processing of your personal data?**

Where permitted by applicable laws, you have the right to object to us processing your personal data, or tell us to stop processing them (including for purposes of direct marketing). Once you have informed us of this request, we shall no longer process your personal data unless permitted by applicable laws.

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You may exercise this right in the same manner as for your other rights indicated in section 6.

## **8. How long do we keep your personal data?**

We will retain your personal data for six years from the date the insurance relationship ends or loss adjustment proceedings are completed or your complaint is settled. The 6-year period results from the period of limitation of claims in force in Poland and the need to archive documents in accordance with the Accounting Act.

We will not retain your personal data for longer than necessary and we will hold it only for the purposes for which it was obtained.

## **9. How can you contact us?**

If you have any questions about how we use your personal data, you can contact us by letter at:  
**AWP P&C S.A. Branch in Poland**  
**ul. Konstruktorska 12**  
**02-673 Warszawa**

We have appointed the Data Protection Officer, who may be contacted by e-mail or post at the following addresses:

**Data Protection Officer**

**AWP P&C S.A. Branch in Poland**

ul. Konstruktorska 12, 02-673 Warszawa

e-mail address: [iodopl@mondial-assistance.pl](mailto:iodopl@mondial-assistance.pl)

You can also contact us using the Data Access Request Form available at <http://www.mondial-assistance.pl/biznes/dane.aspx>.

### **10. How often do we update this data protection notice?**

We regularly review and update this data protection notice. We will ensure the most recent version is available on [www.mondial-assistance.pl/biznes/Dane.aspx](http://www.mondial-assistance.pl/biznes/Dane.aspx), and we will tell you directly when there's an important change that may impact you. This privacy notice was last updated on **31/03/2023**.

\* GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (Journal EU L 119z 04.05.2016, p. 1 and EU Official Journal L 127 of 23.05.2018, p. 2)